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BHUTAN OLYMPIC COMMITTEE

**NATIONAL TEAM MEMBERSHIP AGREEMENT – ATHLETES & OFFICIALS**

**THIS AGREEMENT** is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2018 between:

1. **BHUTAN OLYMPIC COUNCIL**, an autonomous agency and having its registered address at Changlingmethang national Stadium, P.O Box No. 939, Chang Lam, Bhutan (“BOC”) of the one part; and

2. Name of Athlete / Official: \_\_\_\_\_ (CID No. \_\_\_\_\_ )

Address: \_\_\_\_\_

(“Participant”) of the other part.

**WHEREAS:**

1. Pursuant to the Olympic Charter (as hereinafter defined), the International Olympic Committee (“IOC”) is the supreme authority of the Olympic Movement. The BOC is recognised by the IOC as the National Olympic Council for the Kingdom of Bhutan.
2. The Participant has been selected by BOC to represent Bhutan at the Games (defined below).
3. The Participant’s selection to and continued membership of the Team (defined below) is conditional upon the Participant entering into this Agreement and observing the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and Interpretations**

1.1 In this Agreement, the following expressions shall, unless the context otherwise requires, have the following meanings:

“**Assistants**” shall mean (a) Officials, (b) persons who are not members of the Team but who are members of support groups providing support services to the Team, BOC and the Sponsors whether before or during the Games, (c) employees of BOC providing services as members of the Team or support groups whether as part of or in addition to their normal duties to BOC and “Assistant” shall mean any one of them;

“**Athlete**” shall mean a person participating in a sport under the authority of a NSF;

“**Athletes’ Image Rights**” means the marketable identity of and/or any unique traits which identify the respective Participating Athletes, including but not limited to their respective names, nicknames, physical appearances, likeness, portraits, still or moving visual images, voices and audio recordings, personal data, personality, reputation, goodwill, trade mark and

branding rights, copyrights, rights of association or endorsement, and any other intellectual property rights of or belonging to the respective Participating Athletes;

“**Awards Period**” shall refer to the period starting from the date the Participant is selected to receive **SEA** or any other sports awards to the date of commencement of the next Games or event which offers **SEA** or any other sports awards;

“**Blackout Period**” shall refer to the period commencing from thirty (30) days before the first day of the Games Period and ending on the 15<sup>th</sup> day after the last day of the Games Period.

“**Broadcast Medium**” shall mean any medium that can be used for broadcasting purposes including but not limited to the television, radio, newspapers, magazines, the Internet, any social media platform or mobile phone networks;

“**Chef de Mission**” shall mean the Chef de Mission of the Team;

“**Clauses on Continuing Obligations**” shall refer to clauses 6.2(b), 6.5.3, 6.5.4, 6.6.3, 6.7.3, 6.7.4, 6.9, 6.10, 6.11, 6.12.2, 6.13, 6.14, 7, 8, 9 and 10 which shall continue to be applicable even after the expiration or termination of this Agreement.

“**Confidential Information**” shall mean all confidential, non-public or proprietary information, including, without limitation, trade secrets, all financial, marketing and technical information, ideas, concepts, know-how, technology, process and knowledge;

“**Participants**” shall mean all Athletes and Officials selected to represent Bhutan at the Games and “Participant” shall mean any one of them;

“**FBT Attire**” shall mean the products supplied by BOC to the Participant bearing the FBT trade marks.

“**Games**” shall mean the ..... Games;

“**Games Period**” shall mean the period commencing at the earlier of: (a) the assembly of the Team for the Games or (b) the opening of the Games Village and ending at the time of the closing of the Games Village;

“**Games Village**” shall mean the venue or event site for the Games, including, but not limited to, the official or BOC endorsed accommodation facility for members of the Team during the Games, the media centre, the international broadcasting centre, the official interview area, the training and competition sites and the Games hotels.

“**Intellectual Property Rights**” means trade secrets, patents, copyrights, trademarks, service marks, know-how, moral rights and similar rights of any type under the laws of any governmental authority, domestic or foreign, including all applications, registrations and rights to apply for the same, relating to any of the above;

“**International Sports Federation**” shall mean the non-governmental body which governs the sport in which the Participant is selected to compete in;

“**IOC**” shall mean the International Olympic Committee;

“**NSF**” shall mean the relevant National Sport Federation/Association for the sport event in which the Participant has been selected by BOC to represent Bhutan;

“**Officials**” shall mean the Chef de Mission, deputy/assistant Chef de Mission, coaches, assistant coaches, manager, assistant managers, therapists, medical practitioners, nutritionists, physiotherapists, psychologists, sports scientists, and other officials of the Team and “Official” shall mean any one of them;

**"Olympic Charter"** shall mean the Olympic Charter (including its bye laws) reflected in the latest printed edition as of 1<sup>st</sup> January 2018 and as may be amended from time to time;

**"Other Games"** shall mean any number of the major multi-sport games set out in **Schedule 1** or such other games to which BOC shall decide to send participants;

**"Participant's Data"** shall mean all information relating to the Participant, including but not limited to personal, health, medical or biological information, information relating to the Participant's involvement in gambling activities in relation to the Games and information relating to the Participant's compliance with the terms of this Agreement, that is collected by or in the possession of BOC pursuant to this Agreement or the exercise of BOC's administrative, management and disciplinary functions.

**"BOC Code of Conduct"** shall mean the rules of conduct for Participants set by BOC in **Schedule 3**;

**"BOC Disciplinary Committee"** shall mean a non-standing disciplinary committee formed by BOC for the purpose of the Games as and when deemed necessary by BOC and whose members may, at the sole discretion of BOC, comprise of the Chef de Mission, the deputy Chef de Mission and/or such other persons as BOC may determine;

**"Social Media"** is defined as any kind of tool used for sharing, including, but not limited to, blogs, photos, videos (such as YouTube), social networks (such as Twitter or Facebook), mobile phone applications (such as Instagram and Snapchat), texting and webcasting.

**"Sponsors"** shall mean the sponsors of BOC set out in **Schedule 2**;

**"SEA"** shall respectively mean the Bhutan Sports Excellence Award Programme under which the BOC grants cash awards to honour athletes who achieve medals in sporting events at the Games;

**"Team"** shall mean the team of Participants selected by BOC to represent Bhutan at the Games;

**"Team Uniform"** shall mean ceremonial, formal and casual apparel and headwear, footwear, competition sportswear and equipment, including FBT Attire, supplied or approved by BOC for the Participant's use at the Games;

**"WADA Code"** shall mean the World Anti-Doping Agency Code in force for the time being, a copy of which is available on <http://list.wada-ama.org>; and

## 1.2 In this Agreement:

- 1.2.1 The masculine shall include the feminine and the neutral and the singular shall include the plural and vice versa as the context shall admit or require.
- 1.2.2 The expression "person" means any individual, firm, company, unincorporated association, partnership, government, state or agency of state or joint venture.
- 1.2.3 Any reference in this Agreement to a clause or Appendix is a reference to a clause or Appendix of this Agreement and references to paragraphs are to paragraphs in the Appendix in which such reference appears.
- 1.2.4 The headings to the clauses of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 1.2.5 The Appendices form part of this Agreement and shall have full force and effect as if expressly set out in the body of this Agreement and any reference to this Agreement

shall include the Appendices. Terms defined in this Agreement shall have the same meaning when used in the Appendices.

## **2. Olympic Charter**

Where applicable, all provisions of this Agreement shall be subject to the Olympic Charter in force for the time being and the Participant hereby agrees to abide by the Olympic Charter.

## **3. Conditions of Membership**

The Participant acknowledges that selection and continued membership of the Team is at the absolute discretion of BOC and is conditional upon the Participant having met the BOC selection criteria. Where the Participant has not complied with the terms and conditions of this Agreement, the Participant agrees that the BOC in its sole and absolute discretion may terminate the Participant's selection to, and continued membership of, the Team and that in appropriate cases, the Participant may be subject to the disciplinary procedures provided in this Agreement.

## **4. Period of Agreement**

- 4.1 This Agreement shall commence upon the Participant's selection as a member of the Team.
- 4.2 The operation of Clauses 6.2(b), 6.5.3, 6.5.4, 6.6.3, 6.7.3, 6.7.4, 6.9, 6.10, 6.11, 6.12.2, 6.13, 6.14, 7, 8, 9 and 10 (Clauses on Continuing Obligations) shall continue to be applicable even after the expiration or termination of this Agreement.
- 4.3 The remainder of the operation of this Agreement (other than the Clauses on Continuing Obligations) shall end:
  - (a) upon the return of the Participant together with the official contingent to Bhutan; or
  - (b) upon the Participant's departure from the Games Village if the Participant has obtained the permission of the Chef de Mission not to return to Bhutan together with the official contingent.

## **5. BOC's Obligations**

Subject to the terms and conditions of this Agreement, BOC shall provide the Participant with the following benefits if the Participant is selected to be a member of the Team:

- (a) accreditation pass for the Games Period;
- (b) return economy airfare to the Games (not applicable for Extra Official);
- (c) Games Village/Games Hotel accommodation (may/may not be applicable for Extra Official);
- (d) Team Uniform (not applicable for Extra Official);
- (e) insurance coverage during the Games Period (not applicable for Extra Official);
- (f) administrative and technical support;
- (g) access to preparation and training facilities (dependent on accreditation type); and
- (h) free medical treatment for any injury, illness or medical condition suffered by the Participant during the Games Period which arises from or is in connection with the participation of the Participant in the Games.

## 6. Participant's Obligations

Upon selection by BOC as a member of the Team, the Participant shall come under the charge of BOC and the Chef De Mission and the Participant hereby unconditionally consents to and agrees to abide by the following:

### 6.1 Code of Conduct

The Participant abides by the BOC Code of Conduct as set out in Schedule 3 of this Agreement.

### 6.2 Use of Participant's Photographs

(a) The Participant consents to the use of the Participant's photographs in publications, posters, publicity materials, commercial presentations in publications, in-house press, media advertisements, banners, messages and/or in any other form of advertising, marketing or promotional activities in connection with the Games during the term of this Agreement by:

- (i) BOC;
- (ii) Olympic partners of IOC; and
- (iii) Sponsors,

BOC shall have the final decision regarding the use of the Participant's Photographs by the Olympic partners of IOC and Sponsors.

(b) The Participant consents to the use of the Participant's photographs by BOC for non-commercial purposes in connection with Other Games.

### 6.3 Doping

The Participant agrees to and will comply with the Anti-Doping Code Rules of the World Anti-Doping Agency ("WADA"), the International Sports Federation, Anti-Doping Bhutan and the BOC which prohibits doping or trafficking, establishes a list of the classes of prohibited substances and procedures, and obliges athletes and officials to submit themselves to medical controls and examinations.

### 6.4 Medical Requirements

6.4.1 The Participant must inform BOC of any condition, illness or injury which may affect the Participant's athletic performance and all drugs and medications prescribed for the Participant and shall authorise any medical practitioner or sports therapist whom the Participant has consulted during the twelve (12) months preceding this Agreement or during the Participant's membership of the Team to disclose the same.

6.4.2 The Participant agrees to undertake all medical examinations including:

- (a) medical testing as prescribed by the BOC and Bhutan Anti-Doping Committee;
- (b) medical assessments as prescribed by BOC;
- (c) out-of-competition doping tests prior to and during the Games Period (e.g. urine and blood tests) if requested; and

(d) medical testing for human immunodeficiency virus (HIV).

6.4.3 The Participant agrees to withdraw from membership of the Games if BOC and/or the NSF are/is of the opinion that the Participant's participation would constitute an unacceptable risk of:

(a) causing harm, injury or death to himself or other participants in the Games;

(b) aggravating an existing injury or illness; or

(c) infecting other Team members or participants in the Games.

## 6.5 Media Requirements

6.5.1 The Participant shall not function and/or act as a journalist in any other news or media capacity in or on any Broadcast Medium during the Games Period, except as permitted by BOC.

6.5.2 The Participant shall not provide exclusive interviews or commentaries or appearance in or on any Broadcast Medium during the Games Period, except as permitted by BOC.

6.5.3 The Participant shall not allow any form or manner of media or social media communication including his voice, tweets, name, photograph or video footage to be used, applied or incorporated for any promotional or advertising purposes during the Blackout Period except as permitted by BOC.

6.5.4 The Participant shall not make any comments or upload any photographs, images or video footages or audio recordings on any blogs or social and/or media networking websites, whether for the purpose of promotional or advertising application or otherwise, during the Blackout Period except as permitted by BOC.

6.5.5 In the event that the Participant infringes Clause 6.5.4 above, the Participant will unconditionally comply with BOC directions to remove all postings and uploads including compliances with BOC sanctions and disciplinary proceedings.

6.5.6 The Participant acknowledges that he can be held personally liable for any commentary posted by him on social media platforms that are deemed to be defamatory, obscene or inappropriate and agrees that he posts the commentary at his own risk and will make it clear that the views expressed are his own.

6.5.7 The Participant agrees to be filmed, televised, photographed or identified as determined by the IOC in relation to the promotion of the Olympic Games and Olympic Movement.

6.5.8 The Participant agrees to seek BOC's prior written approval before appearing in or allowing his Athlete's Image Rights to be used in any media productions, including but not limited to sports features or lifestyle programmes, during the Games Period. For the avoidance of any doubt, the Participant does not have to seek BOC's prior written approval for appearing in or allowing his Athlete's Image Rights to be used in media productions produced specifically for news coverage.

6.5.9 The Participant shall not cover up or attempt to conceal any trademarks of Sponsors on the Participant's Team Uniform and/or FBT Attire.

6.5.10 The Participant shall observe his obligation to always promote the positive image of BOC, in Bhutan and other countries through national and international media.

## 6.6 Social Media Requirements

The Participant shall unconditionally adhere to the following conditions:

- 6.6.1 Participants may share their experiences through social media, in a way which respects both themselves and others, and does not infringe on the privacy or indeed rights of other parties and partners.
  - 6.6.2 Participants may take and share photos with family, friends and followers, however, they must respect the privacy of everyone involved and the rights of all stakeholders.
  - 6.6.3 Participants must never insult anyone or say anything that could be construed as offensive and harassment and sexist or racist remarks are never appropriate.
  - 6.6.4 Participants must not share any personal or confidential information about anyone else, nor any other information that could cause distress or embarrassment to anyone.
  - 6.6.5 Participants can post personal messages, personal comments on social media channels. However, they must not post any content which is, or may be mistaken to be, reports on competition results or the activities of other Participants or the BOC or even the event organisers.
  - 6.6.6 Participants cannot promote a political cause, business or product at the Games;
  - 6.6.7 Participants cannot post personal messages, personal comments that could adversely affect the esteem and reputation of the BOC or the Games.
  - 6.6.8 Participants can use photographs and videos for personal use only and not for any commercial gain. Personal drones may not be used in or near any competition venues.
  - 6.6.9 The use of live-streaming applications such as Periscope or Facebook Live is also prohibited. There is no restriction on sharing video or audio recordings taken outside Games venues.
- 6.7 Attire
- 6.7.1 The Participant unconditionally agrees to wear the Team Uniform in all accredited venues and at all other times requested of the Participant by BOC during the term of the Agreement.
  - 6.7.2 The Participant unconditionally agrees not to wear, tattoo, brand, paint, shave, cut, pierce, apply or affix to, into or onto or otherwise appearing on the Participant's body (including, but not limited to, the Participant's hair or nails) or accessory (including, but not limited to, the Participant's spectacles or contact lenses) or equipment, any name, logo or design of any commercial or political entity in any shape or form other than as expressly permitted in this Agreement. If the Participant breaches this Clause 6.6.2, the Participant shall cover up or remove any tattoos, body modifications, body art, accessory or equipment contravening this Clause 6.6.2 immediately upon BOC's request without prejudice to BOC's right to take such disciplinary and other action against the Participant as provided in this Agreement.
  - 6.7.3 The Participant shall unconditionally observe the following conditions:
    - (a) not to use or permit to be used, the Team Uniform for any commercial purpose without the prior written consent of BOC;
    - (b) not to behave in a manner likely to harm the good reputation of BOC, and the Team when wearing the Team Uniform;

- (c) not to sell the Team Uniform or any part of it without the prior written consent of BOC;
- (d) not to permit or allow third parties to use the Team Uniform without the prior written consent of BOC;

and if the Participant breaches any of the conditions in this clause, the Participant shall immediately deliver up all of the Team Uniform to BOC at its request without prejudice to BOC's right to take such disciplinary and other action against the Participant as provided in this Agreement.

## 6.8 Athlete's Image Rights

- 6.8.1 The Participant unconditionally agrees to give BOC the right to use and/or deal with his Athlete's Image Rights during the term of this Agreement.
- 6.8.2 In the event of any infringement, passing off or other unauthorised use of the Athlete's Image Rights during the term of his Agreement, the Participant unconditionally allows BOC to take all reasonable measures it deems necessary in its absolute discretion for the protection and defence of the Athlete's Image Rights. The Participant shall not be made liable for any costs and expenditure associated with the protection and defence of the Athlete's Image Rights.
- 6.8.3 The Participant further consents to BOC using his Athlete's Image Rights for the purposes of promoting BOC's activities, programmes and events and, historical and statistical records, before, during and after the Games in any media or forum.
- 6.8.4 In the event that there are any commercial requests to use the Participant's Athlete's Image Rights after the expiration or termination of this Agreement, BOC shall notify and seek the Participant's prior written approval for such commercial use.

## 6.9 Use of Sponsor Distributed Products

The Participant undertakes to use sponsor distributed products during the Games Period unless the said products can be shown to specifically interfere with their sporting performance or their official duties.

## 6.10 Collection, Use and Disclosure of Participant's Data

### 6.10.1 Collection and Use of Participant's Data

The Participant unconditionally consents to BOC's collection and use of the Participant's Data, for the following purposes:

- (a) Ensuring and verifying Participant's compliance with the terms of this Agreement;
- (b) Performance of BOC's obligations under this Agreement;
- (c) Exercise of BOC's rights under this Agreement
- (d) Commencement of disciplinary proceedings against the Participant in accordance with this Agreement;
- (e) Historical and statistical records; and/or
- (f) All other reasonable purposes in order for BOC to discharge its administrative and management functions.

Collectively, known as "**Purposes**".

### 6.10.2 Disclosure of Participant's Data

The Participant unconditionally consents to BOC's disclosure of the Participant's Data for the Purposes to the following persons or entities:-



- (a) IOC;
- (b) Organizing committee of the Games;
- (c) International Sports Federation;
- (d) NSF;
- (e) WADA;
- (f) Anti-Doping Bhutan;
- (g) Sponsors;
- (h) Insurers;
- (i) Law enforcement agencies, whether in or outside Bhutan; and or
- (j) All other persons or entities that BOC deems to require access to the Participant's Data in order to achieve the Purposes.

#### 6.11 Insurance

Any insurance coverage arranged by BOC for the Participant pursuant to Clause 5 above shall only cover personal effects, personal injury or death. The Participant unconditionally agrees and accepts that BOC shall not be liable for any loss or damage to personal effects in excess of the insured amounts. In addition, the Participant unconditionally agrees and accepts that BOC shall not be liable for any personal injury or death in excess of the insured amounts.

#### 6.12 Disclaimer

The Participant unconditionally accepts that BOC is a body that functions as part of the International Olympic Movement and totally excludes all liability to the extent as allowed by the law and the participant unconditionally accepts that he shall participate in the Games at his own risk and that BOC will not be held liable for any injury, illness, mishap, death, loss or damage, unless the same had been occasioned by the negligence of BOC.

#### 6.13 Bhutan Sports Excellence Awards (SEA)

6.12.1 The Participant agrees that BOC shall have the right to decide the terms under which cash awards under the SEA or any other sports awards schemes are presented to Participants who represent Bhutan at the Games.

6.12.2 The Participant agrees that where the Participant qualifies for any of the cash awards under the SEA or any other sports award schemes, as the case may be, the participant shall:

- (a) grant BOC, the Sponsors and all organisations or persons nominated by BOC the right to use the Participant's name, image, sporting achievements, likeness, autograph and/or photographs to endorse and promote the Sponsors in all forms of publicity.
- (b) during the Awards Period:
  - (i) attend photo shoot sessions and publicity sessions as and when required by BOC, the Sponsors or such persons nominated by BOC;
  - (ii) make personal appearances at events such as the Olympic Day Celebrations and any other events as requested by BOC or by BOC on behalf of the Sponsors;
  - (iii) mention wherever appropriate in all media interviews the Sponsors and the SEA or any other sports awards schemes; and
  - (iv) be in attendance at all times at all ceremonies and presentation ceremonies, when requested to do so by BOC.

The failure of the Participant to comply with this clause shall constitute a breach of this Agreement. In the event of breach by the Participant, BOC shall, without prejudice to any other legal remedy it may have, be entitled to recover all or part of the cash award presented to the Participant or to revoke the selection of the Participant for the cash award.

#### 6.14 Forbearance by the Participant

The Participant unconditionally accepts that his participation in the Games is an exercise of his free will and that BOC as a component member of the Olympic Movement performs administrative functions and duties, and as such, the Participant unconditionally agrees not to look towards BOC or commence any action against BOC for matters in relation to their management or administration.

#### 6.15 Indemnity

The Participant unconditionally indemnifies and holds BOC harmless from and against all claims, suits, actions or liabilities whatsoever arising from: -

- (a) the Participant's breach of any of the Clauses in this Agreement; or
- (b) BOC's breach of any Agreement with other parties whereby the breach was caused by the Participant.

#### 6.16 Betting

The Participant agrees:

- (a) not to appear in, participate in or permit his image to be used for or in connection with the endorsement, promotion and marketing of any betting or gaming agency that relates to the Games;
- (b) not to participate or assist in any betting activities associated with the staging of the Games or any performances at the Games;
- (c) to immediately inform the Chef de Mission should the Participant be approached by anyone in relation to betting or become aware of any form of illegal practice whatsoever in relation to betting during the Games; and
- (d) that in the event that any fund raising scheme, betting or gambling agency uses, without his consent, his image in a manner contemplated in this clause, then the BOC has the sole right to determine whether any claim should be made or resolved in respect of such misuse or unauthorized use and the Participant shall appoint the Secretary General of the BOC or a nominee to act as the Participant's representative agent and attorney for that purpose provided that the BOC indemnifies the Participant and keeps him indemnified from any loss arising from that representation.

### **7. Breach of This Agreement & Disciplinary Procedure**

#### 7.1 Breach of Olympic Charter

BOC and/or IOC may withdraw the accreditation of the Participant if the Participant infringes the Olympic Charter rules and regulations.

#### 7.2 Disciplinary Procedure & Breach of Obligations

7.2.1 The BOC Disciplinary Committee shall have the right to investigate:

- (a) any complaints about the Participant's behaviour; or

- (b) the Chef de Mission's belief on other reasonable grounds that the Participant may have breached this Agreement.
- 7.2.2 If the Participant is found guilty of a breach of this Agreement, the BOC Disciplinary Committee shall have the sole authority and discretion to determine the penalty to be imposed on the Participant and each complaint shall be dealt with on a case by case basis.
- 7.2.3 The BOC Disciplinary Committee shall have the power in its absolute discretion for incidents arising during the Games Period to:
- (a) terminate the Participant's membership of the Team;
  - (b) require the Participant to leave the Games;
  - (c) exclude the Participant from competition;
  - (d) cancel or impound the Participant's Games identity card or accreditation; or
  - (e) impose financial penalties on the Participant in respect of BOC financial or other support provided to the Participant.
- 7.2.4 If the Participant is accused of breaching this Agreement, the Participant shall have an opportunity to meet with the BOC Disciplinary Committee to discuss the allegations made provided that all BOC procedures on disciplinary measures are observed.
- 7.2.5 For the avoidance of doubt, the expiration or termination of this Agreement shall not in any way affect or impair the BOC Disciplinary Committee's authority and rights under this Clause 7 in respect of any complaints regarding the Participant's behavior, any breach of this Agreement by the Participant or any incidents involving the Participant during the term of this Agreement. Notwithstanding the expiration or termination of this Agreement, the Participant shall attend before the BOC Disciplinary Committee as required by the BOC Disciplinary Committee and shall accept and comply with the decision of the BOC Disciplinary Committee.

## **8. CONFIDENTIALITY**

- 8.1 The Participant shall not disclose or communicate to any person or use or exploit for any purposes: -
- (a) the provisions of this Agreement; and
  - (b) any Confidential Information entrusted to him, obtained in the ordinary course of events or which has come into his possession.
- 8.2 In the event that the Participant has to disclose or communicate to any person or use or exploit for any purposes, the provisions of this Agreement and/or any Confidential Information, he must seek prior written approval from BOC.

## **9. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS**

- 9.1 The Participant unconditionally accepts that BOC is the legal and beneficial owner of all BOC's Intellectual Property Rights including all marks and logos associated with BOC and partner sponsors and unconditionally undertakes not to do anything, cause to be done

anything in any manner whatsoever, to cause BOC's rights to its intellectual property to be affected, compromised, diminished or lost.

- 9.2 The Participant acknowledges and unconditionally accepts that he shall not be entitled to any Intellectual Property Rights in the photographs and videos featuring the participant made, filmed or otherwise produced by Sponsors during their exploitation of the Sponsorship Benefits, including Sponsor's corporate functions, events publicity and advertising activities, photo-shoots, video-sessions and shooting of media commercials.
- 9.3 The Participant agrees to render to BOC the fullest extent of cooperation reasonable for the prevention of ambush marketing activities.

## 10. GENERAL

- 10.1 Entire Agreement: This Agreement and the documents referred to herein are in substitution for all previous agreements between the parties hereto and now contain the whole agreement between the parties relating to the subject matter of this Agreement.
- 10.2 Variation to be in writing: No amendment or variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the parties hereto.
- 10.3 No waiver: Knowledge or acquiescence by BOC of, or in, any breach of any of the provisions of this Agreement shall not operate as, or be deemed to be a waiver of such provisions and notwithstanding such knowledge or acquiescence, BOC shall remain entitled to exercise its rights and remedies under this Agreement, and at law, and to require strict performance of all of the provisions of this Agreement.
- 10.4 Assignment: The Participant shall not assign or transfer any of the Participant's rights and obligations arising under this Agreement except with the prior written consent of BOC. BOC shall have the right to assign or transfer any of its rights and obligations under this Agreement at its sole discretion.
- 10.5 Disputes, Governing Law & Jurisdiction: The governing law of this Agreement shall be the laws of Bhutan. Any dispute which may arise between the parties concerning this Agreement shall be determined by the Bhutan Courts and the parties hereby submit to the exclusive jurisdiction of the Bhutan Courts for such purpose.
- 10.6 Rights of Third Parties: The Rights of Third Parties shall not under any circumstances apply to this Agreement and any person who is not a party to this Agreement (whether or not such person shall be named, referred to, or otherwise identified, or form part of a class of persons so named, referred to or identified, in this Agreement) shall have no right whatsoever to enforce this Agreement or any of their provisions.

IN WITNESS WHEREOF the parties have set their hands on the date above first written.

**Signed by the Participant - (Parent/Guardian to sign if participant is below 18 years old)**

Name of Participant/Parent/Guardian : \_\_\_\_\_

CID No. : \_\_\_\_\_

Signature : \_\_\_\_\_

In the presence of:

Name : \_\_\_\_\_

Designation (President/Secretary General): \_\_\_\_\_

On behalf of (National Sport Federation) : \_\_\_\_\_

Signature : \_\_\_\_\_

**Signed by:**

Name : \_\_\_\_\_

Designation (President/Secretary General/ CDM) : \_\_\_\_\_

For and on behalf of the **Bhutan Olympic Committee** : \_\_\_\_\_

Signature : \_\_\_\_\_

In the presence of:

Name : \_\_\_\_\_

CID No. : \_\_\_\_\_

Signature : \_\_\_\_\_

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**SCHEDULE 1**

**REPRESENTATION OF BHUTAN UNDER THE AUSPICES OF BOC– LIST OF GAMES**

1. South Asian Games
2. Asian Games
3. Olympic Games
4. Youth Olympic Games
5. Asian Youth Games
6. Asian Beach Games
7. South Asian Beach Games
8. Children of Asia Games
9. World Beach Games
10. All other Games that are under the jurisdiction of the International Olympic Committee, the Olympic Council of Asia and the South Asian Olympic Council

**SCHEDULE 2**

**SPONSORS OF BOC**

1. Football Thailand (FBT)

**IOC TOP Partners**

1. Coca-Cola
2. Atos Origins
3. Dow
4. General Electric
5. McDonalds
6. Omega
7. Panasonic
8. P&G
9. Samsung
10. VISA

**SCHEDULE 3****BOC GENERAL CODE OF CONDUCT FOR NATIONAL ATHLETES**

In addition to the Participant's other obligations in this Agreement, the Participant hereby agrees and undertakes to abide by the following rules of conduct applicable to all Participants selected for Bhutan Team as set out in this Schedule 3 which forms part of the Agreement between the Participant and BOC :-

1. Participants shall uphold the good name of the Kingdom of Bhutan and the BOC, and display exemplary behavior at all times.
2. Participants shall not at any time engage in conduct which will bring or have the tendency to bring themselves, their sport, the Team, any other member of the Team or the BOC into disrepute or censure, or which is or would have the tendency to be inconsistent with, contrary to or prejudicial to the best interests, image or values of the BOC or Sponsors.
3. Participants shall conduct themselves so as to obtain and maintain the best possible mental and physical fitness and health of themselves and the Team, to perform to the highest possible standard at the Games and carry out their duties to the Team to the best of their abilities;
4. Participants shall not at any time be convicted of, or charged with, any serious offence involving violence, alcohol or drugs, any sex offence, any offence relating to any betting activities on sport, or any offence which is punishable by law.
5. Subject to the minimum age and other restrictions relating to the legal consumption of alcohol in the country or jurisdiction in which the Games are held (including in the Games Village and other Games venues), Participants may only consume alcohol after they have completed all their respective competitions in the Games. In doing so, Participants are to always exercise reasonable restraint so as to avoid the excessive consumption of alcohol such that their behaviour and conduct will bring or have a tendency to bring themselves, the Team, BOC or the Kingdom of Bhutan into disrepute.
6. The Bhutan Team is a "Family" and Participants should mix freely and at all times display solidarity.
7. Participants shall comply with Rule 41 of the Olympic Charter which states that *all accredited persons must respect the spirit of fair play and non-violence, and behave accordingly*.
8. Participants must always consider and respect the interests of other Team members and must not comment or behave in a way which, in BOC's opinion, may be damaging, humiliating or defamatory to the Team, a Team member, the BOC, or any other team or competitor.
9. Participants shall dress appropriately and be punctual for all appointments, competitions, meals and social functions.
10. Participants shall travel to and depart from the Games accommodation on the dates and in the manner determined or approved by the BOC or as directed by the Chef de Mission.
11. Participants shall reside in the Games accommodation for the whole of the period determined by the Chef de Mission or at such other location during the Games period as directed or approved by the Chef de Mission.
12. Participants shall inform the Chef de Mission during the Games period of their whereabouts if they leave the Games accommodation.
13. Participants, including team managers and coaches, shall familiarize themselves with the



competition programme and be present at the competition venue no later than the time or times stated in the applicable technical regulations or as notified at the respective technical meetings for the purpose of registration and /or competition, as the case may be.

14. Participants acknowledge and agree that the Chef de Mission shall be the spokesperson on all matters concerning the Team, arrangements for the Games and the venues of the Games, the management of the Team and fellow Team members provided that the Chef de Mission may in his/her discretion delegate the responsibility in whole or in part to Team managers and coaches to act as spokespersons on matters relating to the events, prospects or performances of those Athletes within their sport whom they are managing or coaching. Participants shall comply with all directions of, and arrangements made by, the Chef de Mission and any person appointed by him.
15. Unless certified medically unfit by the Bhutan Team doctor or approved by BOC, Participants are to compete in all competitions including training sessions to the best of their abilities.
16. Participants are not allowed to pursue their own activities without the prior approval of their respective Team manager or coach.
17. "Lights out" is from 2300 hours to 0600 hours (or such other time set by the respective Team manager) daily and shall be strictly observed by all Team members. Team managers will be responsible for supervising this.
18. At no time shall any Participant argue or otherwise misconduct himself with referees, umpires, judges, opponents or officials. Sportsmanship should prevail at all times.
19. Participants shall not destroy misuse or keep any property not belonging to them and shall not take souvenir items such as towels, ashtrays, etc., from the Games Village, hotels or other places.
20. Participants shall not litter and shall be responsible for the cleaning and tidying of their own rooms. Laundry shall be hung at the appropriate and assigned places. All Participants and Officials shall observe proper standards of personal hygiene and refrain from using foul language.
21. Participants shall be responsible for their personal luggage and other belongings. Luggage should be kept within the maximum allowable weight of twenty kilogrammes (20kg) only.
22. Betting and smoking are prohibited at all times.
23. Participants must not consume any drugs or medication without the prior consent of the doctor of the Bhutan Team.
24. Participants shall strictly observe all safety and security arrangements and instructions which may be implemented by or which they may receive from the BOC, the Chef de Mission or the Games organizing committee and in particular, shall not bring or facilitate the entry of non-accredited persons into the Games Village and other accredited venues or permit the use of their accreditation cards by non-accredited persons.
25. All cases of misconduct shall be dealt with by the BOC Disciplinary Committee.

